

111 NW 1st Street, Suite 1300, Miami, FL 33128

INVITATION TO QUOTE (ITQ) NO.	ITQ CLOSE DATE/TIME:
ITQ TITLE:	
CONTACT PERSON:	CONTACT PHONE/ EMAIL:
ISSUING DEPARTMENT:	

SECTION 1 – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf

NOTICE TO ALL BIDDERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

PLEASE NOTE THE FOLLOWING: No part of your proposal can be submitted via **HARDCOPY**, **EMAIL**, **OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Invitation to Quote (ITQ) is to secure sealed quotes for the goods and/or services as listed and specified herein.



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2.2 METHOD OF AWARD

- Award will be made to the two (2) lowest priced responsive and responsible bidders on a group-by-group basis. A bidder shall offer prices for all items within the group, to be considered for award of a group. If a bidder fails to submit an offer for all items within a group, its offer for the group may be rejected. The lowest priced responsive and responsible bidder per group shall be designated as the primary bidder for that group, and the second lowest priced responsive and responsible bidder per group shall be designated as the secondary bidder for that group. While the County will award to multiple bidders to assure availability, and for the County's convenience, the primary bidder shall have the primary responsibility to deliver under the contract. This multiple award does not exempt primary or secondary awarded bidders from fulfilling their contractual obligations. A bidder that fails to perform in accordance with contract requirements may be terminated in accordance with paragraph 1.25 of the General Terms and Conditions, and/or charged re-procurement costs.
- 2.2.2 Bidders shall be the manufacturer of the offered products, or be authorized by the manufacturer or their designee, as an agent, dealer, distributor, or equivalent to be considered for award. Bidders are required to submit proof of the manufacturer's authorization. The proof may be in the form of any of the following:
 - 2.2.2.1 Current correspondence from the manufacturer, identifying the bidder as the manufacturer, or designating the bidder as an agent, dealer, distributor, or equivalent

or,

2.2.2.2 A copy of an executed agreement between the manufacturer and the bidder, designating the bidder as an agent, dealer, distributor, or equivalent

or,

2.2.2.3 The web address of the manufacturer's internet website, where the bidder is clearly identified as the manufacturer, or where the manufacturer clearly lists the bidder as an agent, dealer, distributor, or equivalent.

2.3 <u>TERM</u>

If a contract results from this solicitation, it will commence on the first calendar day of the month following approval of the award by the Board of County Commissioners, or designee, unless otherwise stipulated in writing by the County, and it is contingent upon the bidders' completion and submittal of all required documents. The contract shall expire on the last day of the last month of the twelve month period.

2.4 WARRANTY

- 2.4.1 In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of ten (10) years after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full ten (10) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.
- 2.4.2 The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at



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its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within thirty (30) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another bidder and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.5 **DELIVERY**

- 2.5.1 The awarded bidder shall make deliveries within sixty (60) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded bidders; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded bidder. In these cases, the awarded bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.
- 2.5.2 The successful bidder shall enclose a complete packing slip or delivery ticket with all items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to any shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.
- 2.5.3 Should an awarded bidder fail to deliver within sixty (60) calenda days, the County reserves the right to purchase the goods from another awarded bidder in the contract, cancel its contract with the bidder on a default basis, purchase the goods through a separate solicitation, and/or charge the affected bidder with any re-procurement costs.
- 2.5.4 Certain County employees may be authorized in writing to pick-up materials under this contract. Awarded bidders shall require presentation of this written authorization. The awarded bidder shall maintain a copy of the authorization. If the awarded bidder is in doubt about any aspect of material pick-up, awarded bidder shall contact the appropriate user department to confirm the authorization.
- 2.5.5 Each shipment of materials provided by the successful awarded bidder shall be accompanied by an affirmation stating that the materials of that specific shipment comply with all requirements of this solicitation, specifically including dimensions and tolerances, composition, weights of markings and origin of the manufacture. This affirmation shall be signed, dated and sealed by a registered professional engineer licensed to practice in states where the materials are produced or if not of domestic manufacture, in the state where the supplying firm is located. One original of this affirmation shall ship with the materials and one copy shall be sent directly to Mr. David Vasquez, Specifications Unit, Miami-Dade Water and Sewer Department, 3495 So LeJeune Rd, Miami, Florida, 33146. Shipments sent without this certification as required above may not be accepted.
- 2.5.6 Deliveries to the storerooms shall be accomplished within sixty (60) calendar days after the date of the order. The applicable Storekeeper must be notified 48 hours in advance of each shipment. Deliveries must be accomplished in an open-top or flatbed truck between 7:30 AM and 3:00 PM, Monday through Friday, excluding County observed holidays. These requirements are necessary to arrange proper unloading. The County shall not be responsible for delays or additional incurred by non-compliance with these requirements. Emergency or rush order requirements that require special handling which results in additional cost e.g. next day delivery, unloading by the awarded bidder, etc. must be approved by the Storekeeper at the order point and entered on the Department requisition as a separate



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item. Any additional costs for special orders charged by the awarded bidder must be entered on the corresponding invoice as a separate item.

2.5.7 Deliveries to a job site shall be accomplished within sixty (60) calendar days after the date of the order and must be delivered in open top or a flatbed truck. The order must not be shipped until the successful awarded bidder has received written or verbal delivery instructions from the Storekeeper or the Project Manager. These requirements are necessary to arrange proper unloading and to make sure that the Project Manager, or his/her designee, is present to make sure that the items delivered are correct, safely unloaded, set in the proper areas of the work site, and to confirm the delivery. The Project Manager shall send a copy of any paperwork related to job site deliveries to the applicable storeroom or order point for processing. Emergency or rush order requirements that require special handing which result in additional costs e.g. next day delivery, unloading by the awarded bidder, etc., must be acknowledged by the Storekeeper at the order point and entered on the Department's requisition as a separate item. Additional costs for special orders charged by the awarded bidder must be entered on the corresponding invoice as a separate item.

2.6 <u>INSURANCE REQUIREMENTS</u>

Paragraph 1.21 (Insurance Requirements) of the General Terms and Conditions does not apply to this solicitation.

2.7 OPTION TO RENEW

- 2.7.1 The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) years on a year-to-year basis. Prior to completion of each exercised contract term, the County will consider adjustment to price based on the Manufacturers Price Increase (Manufacturers Invoice Indications Price Increase).
- 2.7.2 It is the awarded bidder's responsibility to request any pricing adjustment. For any adjustment to commence on the first day of any exercised option period, the awarded bidder's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The awarded bidder adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the awarded bidder, the County will assume that the awarded bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.
- 2.7.3 Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.
- 2.7.4 Should a bidder decline the County's right to exercise a renewal option, the County may consider the bidder in default which may affect the bidder's eligibility for future contracts.

2.8 ACCEPTANCE OF PRODUCT BY THE COUNTY

The products to be provided hereunder shall be delivered to the County in full compliance with the specifications and requirements set forth in this contract. If an awarded bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at the bidder's expense. At the County's own option, the awarded bidder shall either provide a direct replacement for the item, or provide full credit for the returned item. The awarded bidder shall not assess any additional charge(s) for any conforming action taken by the County under this provision.



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2.9 CHANGES IN MANUFACTURER DESIGNATION DURING THE CONTRACT TERM

Awarded bidders must report to the County any changes in their authorization as manufacturer agents, dealers, distributors, or equivalent for the specific product offered. Should a bidder cease to be authorized by a manufacturer for the product bid, the County may terminate its contract with the bidder for default.

2.10 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by Water and Sewer Department in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact a primary awarded bidder to obtain a price quote for the similar items. If there are multiple awarded bidders on the contract, the County representative may also obtain price quotes from these awarded bidders. The County reserves the right to award these similar items to the primary awarded bidder, another awarded bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 <u>DESCRIPTION OF WORK</u>

The products referred to herein, cover water meter box covers (lids) required by the Miami-Dade Water & Sewer Department (WASD). These covers will be used in conjunction with the Department's ongoing County initiative for implementation of an Automated Meter Reading (AMR) project.

3.1 GOODS / SERVICES TO BE PROVIDED

Furnish and deliver covers for the following water meter boxes:

Type	Length	Width
MB 38	23 1/4	13 ³ / ₄
MB Dual	16 1/2	14 ¹ / ₂
MB 36	15 ³ / ₈	10 1/8
MB 37	18	11 1/4

3.2 QUALIFIED PRODUCTS

- 3.2.1 Water meter box covers offered under Group A shall be Pentek (Highline) Access Boxes. No substitutions shall be accepted.
- 3.2.2 Water meter box covers offered under Group B shall be Rhino/Southeastern Distributors. No substitutions shall be accepted.
- 3.3.3 All water meter box covers meet the following standards:
 - 3.3.3.1 The covers shall be designed for use for standard concrete meter boxes, and shall be manufactured of recycled composite plastic, HDPE (high-density polyethylene), or rubber, and contain a UV stabilizer material.
 - 3.3.3.2 Covers shall be ROHS compliant (Restrictions pertaining to the use of certain Hazardous Substances) not to exceed the maximum allowed levels of the following substances: lead (Pb), Mercury (Hq).



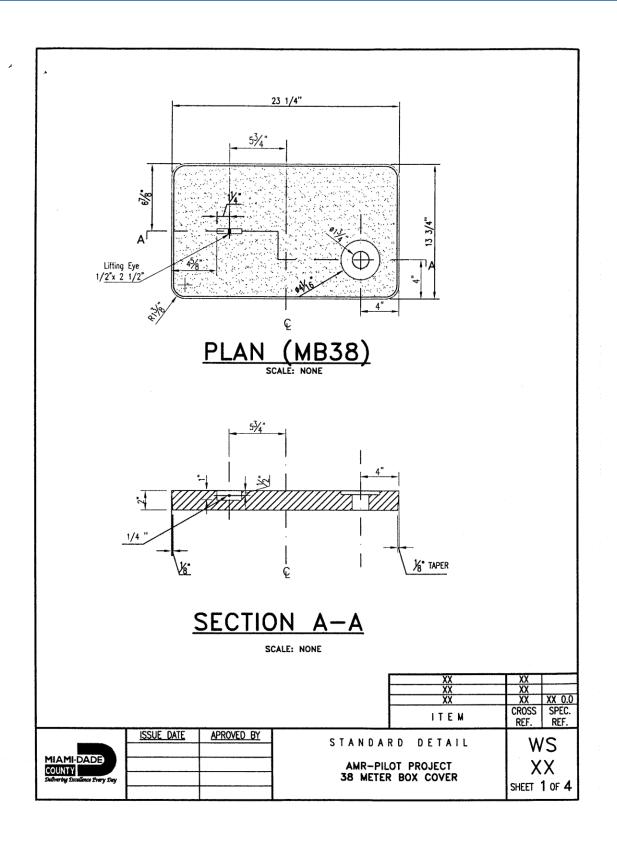
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	diphenyl ether (PBDE).
3.3.3.3	Covers shall be H-20 load rated in accordance ATSM standard, ADA compliant, non-metallic suited for radio read, and constructed with a non-skid black surface pattern.
3.3.3.4	Covers shall be sized to fit all meter boxes of the appropriate type (i.e. Type 36, 37, 38 and dual) and be of the drop-in lid type.
3.3.3.5	Covers shall have the words "WATER METER", plus the manufacturer's name and country of origin permanently marked on the top surface of the lid or cover for ease of identification. The letter size may range from 3/8" to 3/4" with the larger size lids or covers having the larger size letters. The letters or the lids or covers shall be slightly raised.
3.3.3.6	Covers shall have mating surfaces so that mating parts will not rattle or rock under traffic. The lifting eye in lids shall be $1/2$ " wide x 2 $\frac{1}{2}$ " long x 1" deep with the longest dimension parallel to the longest axis. Lifting pin shall be stainless steel $\frac{1}{4}$ " in diameter.
3.3.3.7	The Water Meter Covers shall have a recessed cavity and a through hole for the installation of the electronic radio transmitters (ERT). The recessed cavity on top of cover shall have an outside diameter of 4 $^{1}/_{16}$ ". While the through hole shall measure 1 3 4" inches in diameter. ERT unit shall sit flush on top of lid after installation to prevent tripping.
3.3.3.8	The thickness of covers shall be consistent throughout, so that when the covers are in place, the top surfaces are level with the frame of the box.
3.3.3.9	Covers shall be constructed so it does not float during flooding. Covers shall be built to fit existing meter boxes and no snap on or locking mechanism to hold down meter box covers shall be acceptable Covers shall stay in place on the meter box frame under all weather conditions, including heavy rain. Inserting or attaching weights to water meter covers is not acceptable.
3.3.3.10	Technical Drawings



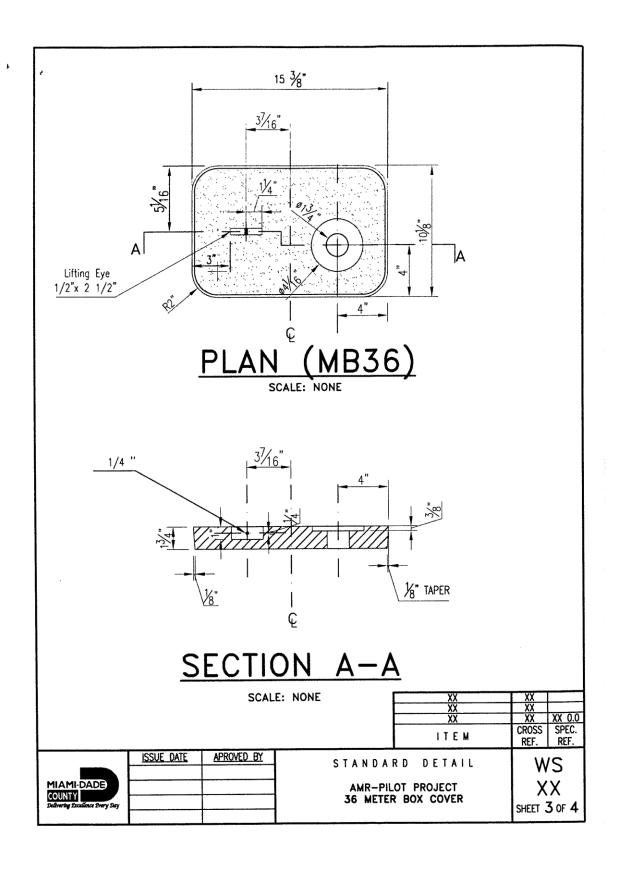






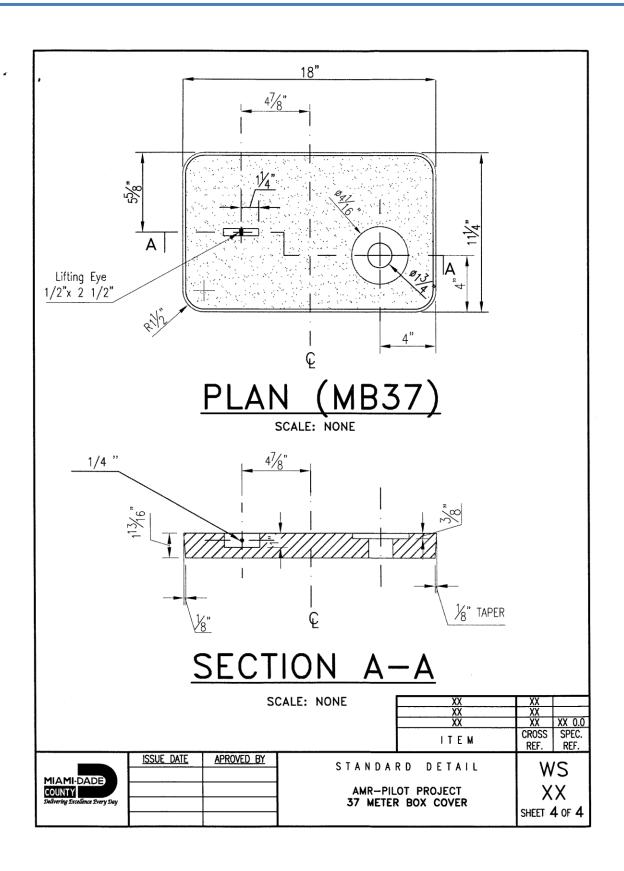


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3.4 COMPLIANCE WITH STANDARDS

All products to be purchased under the contract resulting from this solicitation shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), The Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA). It shall be the responsibility of all bidders to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the referenced commodities during the term of any contract resulting from this solicitation.

3.5 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the awarded bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded bidder at the awarded bidder's expense and the contract cancelled or (2) the County may require the awarded bidder to replace the materials at the awarded bidder's expense.



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PRICE SUBMITTAL

(This page will be recreated in BidSync)

Group A Pentek (Highline) Access Water Meter Box Covers					
Item#:	Estimated	December 1	Unit Drice	Extended	
	Quantities:	Description:	Unit Price:	Total:	
1		Water Meter Box Cover for MB-36	\$	\$	
		(No.36 Meter Box Cover Drawing)			
2		Water Meter Box Cover for MB-37	\$	\$	
		(No.37 Meter Box Cover Drawing)			
3		Water Meter Box Cover for MB-38	\$	\$	
		(No.38 Meter Box Cover Drawing)			
4		Water Meter Box Cover for MB-Dual	\$	\$	
		(Dual Meter Box Cover Drawing)			
TOTAL (ITEMS 1 THROUGH 4)			\$		

Group B Rhino / Southeastern Distributors Water Meter Box Covers					
Item#:	Estimated Quantities:	Description:	Unit Price:	Extended Total:	
1		Water Meter Box Cover for MB-36 (No.36 Meter Box Cover Drawing)	\$	\$	
2		Water Meter Box Cover for MB-37 (No.37 Meter Box Cover Drawing)	\$	\$	
3		Water Meter Box Cover for MB-38 (No.38 Meter Box Cover Drawing)	\$	\$	
4		Water Meter Box Cover for MB-Dual (Dual Meter Box Cover Drawing)	\$	\$	
TOTAL (ITEMS 1 THROUGH 4)			\$		